

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 30	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER N00178-05-R-1010	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SHARON M. JONES				b. TELEPHONE NUMBER (No Collect Calls) 540-653-7478	
9. ISSUED BY NSWCDD ATTN: XDS115/S. JONES JONESM@NSWC.NAVY.MIL 17320 DAHLGREN ROAD DAHLGREN VA 22448 TEL: 540-653-7478 FAX:		CODE N00178		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 541511 SIZE STANDARD: \$ 21,000,000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY CODE			
TEL.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 30	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				36. PAYMENT		
				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY <i>(Print)</i>				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT <i>(Location)</i>		
				42c. DATE REC'D (YY/MM/DD)		
				42d. TOTAL CONTAINERS		

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002) BACK
Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Software Maintenance of LYNXOS FFP in accordance with Attachment (1), Period of Performance is from date of award through 30 September 2005. FOB: Destination	1	Lot		
NET AMT					<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	Software Maintenance of LYNXOS FFP in accordance with Attachment (1), Period of Performance is 10/01/05 through 9/30/06 FOB: Destination	1	Lot		
NET AMT					<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lot		
OPTION	Software Maintenance of LYNXOS FFP in accordance with Attachment (1). The period of performance is from 10/01/06 through 9/30/07. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Lot		
OPTION	Software Maintenance of LYNXOS FFP in accordance with Attachment (1). The period of performance is from 10/01/07 through 9/30/08. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Lot		
OPTION	Software Maintenance of LYNXOS FFP in accordance with Attachment (1). The period of performance is from 10/01/08 through 9/30/09. FOB: Destination				

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-APR-2005 TO 30-SEP-2005	N/A	N/A FOB: Destination	
0002	POP 01-OCT-2005 TO 30-SEP-2006	N/A	N/A FOB: Destination	
0003	POP 01-OCT-2006 TO 30-SEP-2007	N/A	N/A FOB: Destination	
0004	POP 01-OCT-2007 TO 30-SEP-2008	N/A	N/A FOB: Destination	
0005	POP 01-OCT-2008 TO 30-SEP-2009	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.204-7 Alt I	Central Contractor Registration (Oct 2003) Alternate I	OCT 2003
NAPS 5252.232-9000	Submission of Invoices (Fixed Price)	JUL 1992
Sea HQ L-2-0012	Use of Non-Developmental Items (NDI)	MAY 1993

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (JAN 2005)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(j) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the

solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the-- Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://dodssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$25,000, and offers of \$25,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address. The DUNS +4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) Central Contractor Registration. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.212-3 Offeror Representations and Certifications -- Commercial Items (Jan 2005)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov> . If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) Definitions. As used in this provision:

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

* TIN:_____.

* TIN has been applied for.

* TIN is not required because:

* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

* Offeror is an agency or instrumentality of a foreign government;

* Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

* Sole proprietorship;

* Partnership;

* Corporate entity (not tax-exempt);

* Corporate entity (tax-exempt);

* Government entity (Federal, State, or local);

* Foreign government;

* International organization per 26 CFR 1.6049-4;

* Other _____.

(5) Common parent.

* Offeror is not owned or controlled by a common parent:

* Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it * is, * is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it * is, * is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it * is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it * is, * is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees

Average Annual Gross Revenues

50 or fewer

\$1 million or less

51-100

\$1,000,001-\$2 million

101-250

\$2,000,001-\$3.5 million

251-500

\$3,500,001-\$5 million

501-750

\$5,000,001-\$10 million

751-1,000

\$10,000,001-\$17 million

Over 1,000

Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either—

(A) It * is, * is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It *has, * has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It * is, * is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It * is, * not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It * has, * has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It * has, * has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It * has developed and has on file, * has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It * has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act -- Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies."

(2) Foreign End Products:

LINE ITEM NO.
COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."

(ii) The offeror certifies that the following supplies are end products of Australia, Canada, Chile, Mexico, or Singapore or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

End Products of Australia, Canada, Chile, Mexico, or Singapore, or Israeli End Products:

LINE ITEM NO.
COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.
COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

[List as necessary]

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:

Country of Origin:

[List as necessary]

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:

Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) * Are, * are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) * Have, * have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) * Are, * are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product

Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)

(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certification electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. [Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated into his offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(End of Provision)

Alternate I (Apr 2002). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [The offeror shall check the category in which its ownership falls]:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

Alternate II (Oct 2000). As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) Address. The offeror represents that its address ___ is, ___ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (i) Name and address of the Contractor;
 - (ii) Invoice date and number;
 - (iii) Contract number, contract line item number and, if applicable, the order number;
 - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
 - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
 - (vi) Terms of any discount for prompt payment offered;
 - (vii) Name and address of official to whom payment is to be sent;
 - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
 - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
 - (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) Payment.--
- (1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
- (3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the

date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2004)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

 X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

 (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

 (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

 (4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

 (ii) Alternate I (MAR 1999) to 52.219-5.

 (iii) Alternate II to (JUNE 2003) 52.219-5.

 (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

 (ii) Alternate I (OCT 1995) of 52.219-6.

 (iii) Alternate II (MAR 2004) of 52.219-6.

 (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

 (ii) Alternate I (OCT 1995) of 52.219-7.

 (iii) Alternate II (MAR 2004) of 52.219-7.

 (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

 (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

 (ii) Alternate I (OCT 2001) of 52.219-9

 (iii) Alternate II (OCT 2001) of 52.219-9.

 (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

 (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

 (ii) Alternate I (JUNE 2003) of 52.219-23.

 (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

 (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- ☐ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- ☒ (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ☒ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126).
- ☒ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- ☒ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- ☒ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ☒ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- ☒ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).
- ☐ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- ☒ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ☐ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ☐ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (OCT 2004) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78).
- ☐ (ii) Alternate I (JAN 2004) of 52.225-3.
- ☐ (iii) Alternate II (JAN 2004) of 52.225-3.
- ☐ (25) 52.225-5, Trade Agreements (OCT 2004) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☐ (26) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- ☐ (27) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- ☐ (28) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- ☐ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ☐ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

____ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

____ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

____ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this

paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2004)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☐ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

☐ 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

☒ 252.225-7012 Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a).

☐ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

☐ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (☐ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

☐ 252.225-7021 Trade Agreements (DEC 2004) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

☐ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (DEC 2004) (☐ Alternate I) (JAN 2004) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

☐ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

☐ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

☐ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

☐ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

☐ 252.232-7003 Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227).

☐ 252.243-7002 Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

☒ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (☐ Alternate I) (MAR 2000) (☐ Alternate II) (MAR 2000) (☐ Alternate III (May 2002).

☐ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (c) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)

Ddl-A20 NOTICE TO CONTRACTORS**NOTICE TO CONTRACTORS**

THE PURPOSE OF THIS NOTICE IS TO BRING MATTERS TO YOUR ATTENTION WHICH CAN AFFECT PAYMENT OF YOUR INVOICES.

CCR Annual Renewal

You must ANNUALLY confirm your registration in the Central Contractor Registration (CCR) database or the Defense Finance and Accounting Service (DFAS) may not process your invoice. You may obtain more information on this annual renewal confirmation process by calling 1-888-227-2423 or via the internet at <http://www.ccr.gov/>

EFTS

Electronic Funds Transfer (EFT) payments are based on the EFT information contained in the CCR database. It is critical that you ensure that your EFT information in the CCR database remains current and correct.

INVOICES

Invoices must be prepared as prescribed by this contract/order or they may be rejected by the paying office. This contract/order incorporates one or more of the following clauses regarding preparation and submission of invoices:

FAR 52.212-4
FAR 52.213-2
FAR 52.232-25

Please insure that invoices are prepared and submitted in accordance with these clauses and the following additional information:

INVOICE PREPARATION – PLEASE ENSURE THAT YOUR INVOICE CLEARLY REFLECTS:

- (1) INVOICE NUMBER,
- (2) DATE OF INVOICE,
- (3) COMPANY NAME AND REMIT TO ADDRESS (COMPANY NAME ON THE INVOICE MUST MATCH THE COMPANY NAME ON THE CONTRACT/ORDER),
- (4) CONTRACT/ORDER NUMBER, AND
- (5) INVOICE AMOUNT.

INVOICE SUBMISSION – If a “SUBMIT TO” address is designated in one of the clauses listed above, submit the original invoice to that address and submit one copy to the address shown below. If there is no address designated in any of the clauses listed above, submit the original of each invoice to the address shown below.

NAVAL SURFACE WARFARE CENTER, DAHLGREN DIVISION
VENDOR PAY (CODE XDM10)
17320 DAHLGREN ROAD
DAHLGREN, VA 22448-5100

REGISTER FOR INVOICE STATUS

You can register at the following web site to monitor the status of your invoices. This is the vendor pay inquiry system-MOCAS user registration. <http://vendorpay.dfas.mil/newuser>

Ddl-D10 PREPARATION FOR SHIPMENT (COMMERCIALY PACKAGED ITEMS)

Preservation, packaging, packing, and marking shall be in accordance with ASTM Designation D 3951-95 "Standard Practice for Commercial Packaging." The following additional markings apply: []

Ddl-F20 RECEIVING HOURS OF OPERATION

All deliveries to the Receiving Officer, Dahlgren Division, Naval Surface Warfare Center, Dahlgren, VA shall be made Monday through Friday from 7:00 a.m. to 2:30 p.m., local time. Deliveries will not be accepted after 2:30 p.m. No deliveries will be made on government holidays.

Ddl-G1 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

The payment office shall ensure that each payment under this contract is made in accordance with the accounting classification reference numbers (ACRNs) shown on each individual invoice. ACRNs are cited by the contractor on each invoice in accordance with clause 5252.232-9000, 5252.232-9001, or 5252.232-9003, as appropriate.

Ddl-K20 AUTHORIZED NEGOTIATORS

The offeror shall provide the name and telephone number of personnel authorized to negotiate on behalf of the offeror:

In addition, the offeror shall provide a facsimile number and an email address to which correspondence and documents may be forwarded to the offeror, both prior to contract award and following contract award:

Facsimile: _____

Email: _____

Ddl-L20 TECHNICAL PROPOSAL - SPECIFIC REQUIREMENTS - NON-COMPLEX ITEMS

(a) The technical proposal shall include responses to clearly demonstrate that all the requirements included in the specifications will be met. It may include brochures, specification sheets or other descriptive literature detailing the features of the items proposed. "Descriptive literature" means information (e.g., cuts, illustrations, drawings, and brochures) that is submitted as part of a bid. Descriptive literature is required to establish, for the purpose of evaluation and award, details of the

product offered that are specified elsewhere in the solicitation and pertain to significant elements such as (1) design; (2) materials; (3) components; (4) performance characteristics; and (5) methods of manufacture, assembly, construction, or operation. The term includes only information required to determine the technical acceptability of the offered product. It does not include other information such as that used in determining the responsibility of a prospective Contractor or for operating or maintaining equipment.

(b) The offeror shall discuss clearly and completely how each requirement will be met and reference where the information supporting the statement can be found in the technical information/descriptive literature provided. A mere statement that the offeror understands the requirement and intends to comply IS NOT SUFFICIENT. The offeror must explicitly state how he intends to comply with each of the requirements and demonstrate a comprehensive understanding of the requirements.

(c) If the specification includes identification of a specific make and model on a "brand name or equal" basis, and the offeror states that he will provide the make and model specified, he need not address the salient characteristics included in the Description/Specification/Work Statement. He need only include the following statement - "Requested Brand Name will be supplied." Offerors of the specified make or model should also address all other areas of the specifications.

Ddl-L30 PRICE PROPOSAL - SPECIFIC REQUIREMENTS - NON-COMPLEX ITEMS

Under requirements of the Federal Acquisition Regulation (FAR), the Contracting Officer is responsible for determining reasonableness of pricing. To assist in determining whether the prices quoted in your offer under subject solicitation are "fair and reasonable", your cooperation is requested in submitting the following information:

(a) A copy of the current catalog or established price list for the articles covered by the offer, or information where the established price may be found.

(b) A statement that such catalog or established price list:

(1) Is regularly maintained.

(2) Is published or otherwise available for inspection by customers.

(3) States the prices at which sales are currently made to a number of buyers.

(c) A statement that such articles are commercial items sold in substantial quantities to the general public, at the prices listed in the above-mentioned catalog or established price list.

(d) A statement that the quoted prices, including consideration of any discount or rebate arrangement, do not exceed prices charged the offeror's most favored customer for like items in similar quantities under comparable conditions.

If the offeror is unable to provide the information requested above, the offeror is requested to submit the following pricing information on the three most recent sales of the items being procured or similar items. Where the pricing information furnished is on similar items, the offeror shall indicate the differences. Pricing information furnished should be as current as possible, and should be on quantities similar to this solicitation

Date of Customer Sale Contract No.	Customer Quantity Name/Phone No.	Unit Price
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d1-L40 SUBMISSION OF QUESTIONS BY POTENTIAL OFFERORS

It is the offeror's responsibility to bring to the attention of the Contracting Officer at the earliest possible time, but prior to the closing date, any ambiguities, discrepancies, inconsistencies, or conflicts between the Statement of Work (SOW) and other solicitation documents attached hereto or incorporated by reference. All questions are requested in writing within one week after receipt of the solicitation.

HQ M-2-0001 BASIS OF AWARD (NAVSEA) (SEP 1990)

ALL UNITS OF ALL ITEMS WILL BE AWARDED TO ONE OFFEROR. OFFERS, THEREFORE, MUST BE ON THE BASIS OF FURNISHING ALL UNITS OF ALL ITEMS.

C. GENERAL

The Naval Surface Warfare Center, Dahlgren Division (NSWCDD), requires software support/maintenance, software license purchases (including upgrades) and production items for LinuxWorks software located at the NSWCDD Dahlgren, VA and Combat Direction System Activity (CDSA)/Dam Neck, Virginia Beach, VA. These LinuxWorks software programs run on a variety of hardware platforms including Sun, HP Dec, SGI and etc. It allows the user(s) to obtain expert advice concerning software problems and will ensure that each system has the latest error-free versions of all system software. This software is a real time OA application technology for architectural applications.

C.1 GOVERNMENT CONTROL POINT

NSWCDD shall assign a single point of contact acting as technical liaison to the contractor. The point of contact shall identify priorities for coordination of contractor efforts and shall denote acceptance (where applicable and appropriate) for purposes of billing/payment.

Name: *

Address: *

Phone: *

Email *

- To be Provide at time of Award

-

C.2 SERVICE LOCATIONS

The LinuxWorks software programs to be supported under this contract are physically located at NSWCDD Dahlgren, VA and CDSA/Dam Neck, Virginia Beach, VA. Attachment J.1 includes the specific listing of software and designation of Government custodians.

C.3 REQUIREMENTS

The contractor shall provide software maintenance support that includes telephone support services, and software/documentation updates services. The contractor shall continue to provide the same type of support for any new license purchases or systems being upgraded which are presently covered under this contract for software support.

C. 4 SOFTWARE UPDATES

The contractor shall provide software updates which corrects known software problems or which enhance the features of the software product. Software updates shall be received by each of the Government designated custodians within 15 days after request by the Government. All updates shall be upwardly compatible from the existing software. Software updates shall be delivered to the Government on the appropriate media as designated by LinuxWorks. New products, which have migration paths from the existing programs shall be provided at no additional charge to the Government, provided the existing programs are supported under this contract.

The contractor shall provide copies of each edition of the contractor's periodic support documentation (i.e. corrections for known problems, descriptions of software updates, feature enhancements, etc.)

With major update release made utilizing CD-ROM media, the contractor shall include instructions intended to enable custodian's access to the documentation associated with updates and install the update. The contractor shall provide revisions to the user guides and other documentation, as appropriate.

C.5 SOFTWARE SHIPMENTS

All software updates/licenses shall be shipped directly to each custodian as listed in Attachment J.1. The contract number, custodian name, code, building and street address shall appear on each shipment. The following samples indicate how the shipping label should read to ensure each custodian receives their updates:

Joe Kairys/N13, Bldg. 1500
Naval Surface Warfare Center
17320 Dahlgren Rd.
Dahlgren, VA 22448

Or

Joe Smith/F21, Bldg. 1290
Combat Direction System Activity/Dam Neck
1922 Regulus Ave
Virginia Beach, VA 23461

C.6 CONTRACTOR TELEPHONE AND OTHER ASSISTANCE

The contractor shall, as a minimum, provide telephonic technical support and assistance Monday-Friday, between the Principal Period of Maintenance (PPM) hours of 8:00am – 5:00pm Eastern standard time, excluding Government holidays and weekends.

In the event contractor personnel receiving and recording telephonic support problems are not experienced and/or trained to provide expert assistance for the specific software or updates identified by the Government caller, the Government caller shall be transferred to a contractor technical support individual with the required expertise. This telephonic support service shall generally provide responses to the Government inquiries within 3 hours, but no later than 4 hours after placement of call, during PPM hours with a solution to the problem.

If the contractor's telephonic technical support services become unavailable, the contractor must provide the COR with an alternate telephone number within six hours to continue telephonic technical support services.

In the case where the Licensed Software may not conform to the documentation because of a documentation error, LinuxWorks shall provide corrections to, or corrected documentation.

Following completion of the Error Correction or Workaround, LinuxWorks shall provide the solution through a Workaround or Error Correction remedy consisting of sufficient programming and operating instructions as required to implement the solution.

LinuxWorks shall maintain a support center capable of receiving by telephone (1-800-327-5969 or 1-408-979-3940), email (support@lnxw.com), and/or fax (1-408-979-3945), information and inquiries concerning the Licensed Software. This support includes:

- Email and phone support to troubleshoot; provide existing corrections, or workarounds for program and documentation errors.

- Single assigned customer contact

- FTP access for maintenance updates and documentation

- Limited to current release or N-1. No charge upgrades to the next release of the licensed products

- Provision of patches for critical errors. Unlimited access, corrections to known or observed defects and assistance at the implementation level. Contract does not provide for BSP porting or consulting. The contract will not be limited to the number of calls. It is limited by the nature of the call allowed.

LinuxWorks is responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces and other hardware and software necessary to operate the Licensed Software.

All software products involving time and date data shall be year 2000 compliant

C.7 PROPRIETARY RIGHTS

LinuxWorks retains proprietary data rights on all of their licenses and standard commercial software data.

	PERIOD OF PERF: 1 APR 05 - 30 SEPT 05							
CLIN	0001 Base Year						UNIT	
ITEM	DESCRIPTION	ORIG SO	RENEW SO	PART NUMBER	QTY	UNIT	PRICE	TOTAL
	JOE KAIRYS/N13, BLDG. 1500, 40-653-2135							
001AA	LYNXOS SUPPORT - LINUX	33528	34676	S2-ODEL-MP44-400	1	1 LT	\$	\$
001AB	LYNXOS SUPPORT - NATIVE	33528	34676	S2-ODEN-MP44-400	1	1 LT	\$	\$
001AC	TOTALVIEW SUPPORT-LINUX	33528	34676	S10-TVL-PPC4-400	1	1 LT	\$	\$
001AD	TOTALVIEW SUPP-NATIVE	33528	34676	S10-TVN-PPC4-400	1	1 LT	\$	\$
001AE	SPYKER LITE SUPPORT	33528	34676	S10-LSK-PPC4-200	1	1 LT	\$	\$
001AF	INSURE++ SUPPORT-NATIVE	33528	34676	S10-LIP-PPC4-400	1	1 LT	\$	\$
001AG	CODEWARRIOR SUPP-LINUX	33528	34676	S10-ECL-PPC4-100	1	1 LT	\$	\$
001AH	LYNXOS SUPPORT- LINUX	33528	34676	S2-ODEL-X864-400	1	1 LT	\$	\$
001AJ	LYNXOS SUPPORT - LINUX	33528	34676	S2-ODEN-X864-400	1	1 LT	\$	\$
001AK	TOTALVIEW SUPP - LINUX	33528	34676	S10-TVL-X864-400	1	1 LT	\$	\$
001AM	SPYKER LITE SUPPORT	33528	34676	S10-LSK-X864-400	1	1 LT	\$	\$
001AN	INSURE++ SUPP - NATIVE	33528	34676	S10-LIP-X864-400	1	1 LT	\$	\$
001AP	CODEWARRIOR SUPP-LINUX	33528	34676	S10-ECL-X864-400	1	1 LT	\$	\$
							UNIT	
ITEM	DESCRIPTION	ORIG SO	RENEW SO	PART NUMBER	QTY	UNIT	PRICE	TOTAL
	NEIL JABLONSKI/T42, BLDG. 1470, 540-653-2923							
0001AQ	LYNXOS SUPPORT-NATIVE	32610	33964	S2-ODEN-MP44-400	3	1 LT	\$	\$
0001AR	LYNXOS SUPPORT-SOLARIS	33310	34676	S2-ODES-MP44-400	1	1 LT	\$	\$
0001AS	LYNXOS SUPPORT-SOLARIS	32610	33964	S2-ODES-MP44-400	1	1 LT	\$	\$
0001AT	LYNOS SUPP - SOLARIS	21233	33964	S2-ODES-MP74-400	1	1 LT	\$	\$
0001AU	LYNXOS SUPPORT-SOLARIS	32610	33964	S2-ODES-MP74-400	2	1 LT	\$	\$
0001AV	LYNXOS SUPPORT-NATIVE	32610	33964	S2-ODEN-MP74-400	2	1 LT	\$	\$
0001AW	LYNXOS SUPPORT-NATIVE	32610	33964	S2-ODEN-MP74-400	1	1 LT	\$	\$
0001AX	LYNXOS SUPPORT-NATIVE	32610	33964	S2-ODEN-MP74-400	1	1 LT	\$	\$
0001AY	MOTIF SUPPORT	33964	33964	S2-XM-PPC4-400	1	1 LT	\$	\$
0001AZ	SPYKER LITE SUPPORT	33964	33964	S10-LSKP-PPC4-200	1	1 LT	\$	\$
0001BA								
0001BB	SPYKER PRO SUPPORT	34676	34676	S10-LSKP-PPC4-200	1	1 LT	\$	\$
0001BC	TOTALVIEW SUPP-SOLARIS	33310	34676	S10-TVC-PPC4-400	1	1 LT	\$	\$
0001BD	CODEWARRIOR -SOLARIS	33310	34676	S10-ECS-PPC4-400	1	1 LT	\$	\$
0001BE	LYNXOS SUPP - NATIVE	33310	34676	S2-ODEN-X864-400	2	1 LT	\$	\$
0001BF	LYNXOS SUPP - NATIVE	21233	33964	S2-ODEN-X864-400	1	1 LT	\$	\$
0001BG	TOTALVIEW SUPP-NATIVE	33310	34676	S10-TVN-X864-400	1	1 LT	\$	\$
0001BH	INSURE SUPP - NATIVE	34676	34676	S10-LIP-X864-400	1	1 LT	\$	\$
0001BJ	SPYKER PRO SUPPORT	32610	33964	S10-LSKP-X864-200	1	1 LT	\$	\$
0001BK								
0001BM								
0001BN								
							UNIT	
ITEM	DESCRIPTION	ORIG SO	RENEW SO	PART NUMBER	QTY	UNIT	PRICE	TOTAL
	GREG PILLIS/T44, BLDG. 1490, 540-653-7799							
0001BP	TOTALVIEW SUPP -NATIVE	33310	34676	S10-TVN-X864-400	1	1 LT	\$	\$
0001BQ	LYNXOS NATIVE LICENSE			A-ODEN-X864-40	1	1 LT	\$	\$
0001BR	LYNXOS SUPP - NATIVE			S2-ODEN-X864-40	1	1 LT	\$	\$

ITEM	DESCRIPTION	ORIG SO	RENEW SO	PART NUMBER	QTY	UNIT	PRICE	TOTAL
	DENNIS MILLS/B35, BLDG. 1500A/209, 540-653-1610 (BLDG 180 PROJECT)							
0001BS	LYNXOS SUPPORT-NATIVE	33310	34676	S2-ODEN-X864-400	2	1 LT	\$	\$
0001BT	SPYKER PRO SUPP	33310	34676	S10-LSKP-X864-200	1	1 LT	\$	\$
0001BU	TOTALVIEW SUPP - NATIVE	33310	34676	S10-TVN-X864-400	2	1 LT	\$	\$
0001BV	LYNXOS SUPPORT-SOLARIS	21024	21024	S2-ODES-MP44-400	1	1 LT	\$	\$
0001BW	LUNX0S SUPP - SOLARIS	21204	21024	S2-ODES-MP74-400	1	1 LT	\$	\$
0001BX	TOTALVIEW SUPP-SOLARIS	21204	21024	S10-TVC-PPC4-400	1	1 LT	\$	\$
0001BY	SPYKER LITE SUPP-SOLARIS	21204	21024	S10-LSK-PPC4-400	1	1 LT	\$	\$
ITEM	DESCRIPTION	ORIG SO	RENEW SO	PART NUMBER	QTY	UNIT	PRICE	TOTAL
	DENNIS MILLS/B35, BLDG. 1500A/209, 540-653-1610 (BLDG 1500 PROJECT)							
0001BZ	LYNXOS SUPP - NATIVE	33310	34676	S2-ODEN-X864-400	1	1 LT	\$	\$
0001CA	SPYKER PRO SUPPORT	33310	34676	S10-LSKP-X864-400	1	1 LT	\$	\$
0001CB	TOTALVIEW SUPP-NATIVE	33310	34676	S10-TVN-X864-400	1	1 LT	\$	\$
0001CC	LUNXOS SUPP - NATIVE	33309	33977	S2-ODEN-X864-400	2	1 LT	\$	\$
0001CD	TOTALVIEW SUPP-NATIVE	33309	33977	S10-TVN-X864-400	1	1 LT	\$	\$
0001CE	INSURE SUPP - NATIVE	33309	33977	S10-LIP-X864-400	1	1 LT	\$	\$
0001CF	SPYKER LITE SUPP-NATIVE	33309	33977	S10-LSK-X864-400	1	1 LT	\$	\$
ITEM	DESCRIPTION	ORIG SO	RENEW SO	PART NUMBER	QTY	UNIT	PRICE	TOTAL
	TODD FAIRFAX/T23, BLDG. 1490, 540-653-6785							
0001CG	LYNXOS SUPP - WINDOWS	34554		S2-ODEW-MP74-400	5	1 LT	\$	\$
0001CH	TOTALVIEW SUPP-NATIVE	34554		S10-TVN-PPC4-400	5	1 LT	\$	\$
0001CJ	SPYKER LITE SUPPORT	34554		S10-LSK-PPC4-400	2	1 LT	\$	\$
0001CK	VISUAL LINUX-WINDOWS	34554		S10-LVL-PPC4-500	5	1 LT	\$	\$
0001CM	XWINDOWS SUPPORT	34554		S2-XM-PPC4-400	1	1 LT	\$	\$
	TOTAL							
C.1	UNLIMITED TECHNICAL SUPPORT MONDAY-FRIDAY EXCLUDING WEEKENDS AND GOVERNMENT HOLIDAYS							
	UPDATES AS RELEASED							
C.2	SHIP UPDATES/LICENSES TO EACH CUSTODIAN AS LISTED; EXAMPLE:							
	JOE KAIRYS/N13, BLDG. 1500							
	17320 DAHLGREN RD.							
	DAHLGREN, VA 22448							

CLIN	0002 (Option Year 1) POP 1 OCT 2005 - 30 SEP 2006							
ITEM	DESCRIPTION	ORIG SO	RENEW SO	PART NUMBER	QTY	UNIT	PRICE	TOTAL
	JOE KAIRYS/N13, BLDG. 1500, 40-653-2135							
0002AA	LYNXOS SUPPORT - LINUX	33528	34676	S2-ODEL-MP44-400	1	1 LT	\$	\$
0002AB	LYNXOS SUPPORT - NATIVE	33528	34676	S2-ODEN-MP44-400	1	1 LT	\$	\$
0002AC	TOTALVIEW SUPPORT-LINUX	33528	34676	S10-TVL-PPC4-400	1	1 LT	\$	\$
0002AD	TOTALVIEW SUPP-NATIVE	33528	34676	S10-TVN-PPC4-400	1	1 LT	\$	\$
0002AE	SPYKER LITE SUPPORT	33528	34676	S10-LSK-PPC4-200	1	1 LT	\$	\$
0002AF	INSURE++ SUPPORT-NATIVE	33528	34676	S10-LIP-PPC4-400	1	1 LT	\$	\$
0002AG	CODEWARRIOR SUPP-LINUX	33528	34676	S10-ECL-PPC4-100	1	1 LT	\$	\$
0002AH	LYNXOS SUPPORT- LINUX	33528	34676	S2-ODEL-X864-400	1	1 LT	\$	\$
0002AJ	LYNXOS SUPPORT - LINUX	33528	34676	S2-ODEN-X864-400	1	1 LT	\$	\$
0002AK	TOTALVIEW SUPP - LINUX	33528	34676	S10-TVL-X864-400	1	1 LT	\$	\$
0002AM	SPYKER LITE SUPPORT	33528	34676	S10-LSK-X864-400	1	1 LT	\$	\$
0002AN	INSURE++ SUPP - NATIVE	33528	34676	S10-LIP-X864-400	1	1 LT	\$	\$
0002AP	CODEWARRIOR SUPP-LINUX	33528	34676	S10-ECL-X864-400	1	1 LT	\$	\$
ITEM	DESCRIPTION	ORIG SO	RENEW SO	PART NUMBER	QTY	UNIT	PRICE	TOTAL
	NEIL JABLONSKI/T42, BLDG. 1470, 540-653-2923							
0002AQ	LYNXOS SUPPORT-NATIVE	32610	33964	S2-ODEN-MP44-400	3	1 LT	\$	\$
0002AR	LYNXOS SUPPORT-SOLARIS	33310	34676	S2-ODES-MP44-400	1	1 LT	\$	\$
0002AS	LYNXOS SUPPORT-SOLARIS	32610	33964	S2-ODES-MP44-400	1	1 LT	\$	\$
0002AT	LYNOS SUPP - SOLARIS	21233	33964	S2-ODES-MP74-400	1	1 LT	\$	\$
0002AU	LYNXOS SUPPORT-SOLARIS	32610	33964	S2-ODES-MP74-400	2	1 LT	\$	\$
0002AV	LYNXOS SUPPORT-NATIVE	32610	33964	S2-ODEN-MP74-400	2	1 LT	\$	\$
0002AW	LYNXOS SUPPORT-NATIVE	32610	33964	S2-ODEN-MP74-400	1	1 LT	\$	\$
0002AX	LYNXOS SUPPORT-NATIVE	32610	33964	S2-ODEN-MP74-400	1	1 LT	\$	\$
0002AY	MOTIF SUPPORT	33964	33964	S2-XM-PPC4-400	1	1 LT	\$	\$
0002AZ	SPYKER LITE SUPPORT	33964	33964	S10-LSKP-PPC4-200	1	1 LT	\$	\$
0002BA						1 LT	\$	\$
0002BB	SPYKER PRO SUPPORT	34676	34676	S10-LSKP-PPC4-200	1	1 LT	\$	\$
0002BC	TOTALVIEW SUPP-SOLARIS	33310	34676	S10-TVC-PPC4-400	1	1 LT	\$	\$
0002BD	CODEWARRIOR -SOLARIS	33310	34676	S10-ECS-PPC4-400	1	1 LT	\$	\$
0002BE	LYNXOS SUPP - NATIVE	33310	34676	S2-ODEN-X864-400	2	1 LT	\$	\$
0002BF	LYNXOS SUPP - NATIVE	21233	33964	S2-ODEN-X864-400	1	1 LT	\$	\$
0002BG	TOTALVIEW SUPP-NATIVE	33310	34676	S10-TVN-X864-400	1	1 LT	\$	\$
0002BH	INSURE SUPP - NATIVE	34676	34676	S10-LIP-X864-400	1	1 LT	\$	\$
0002BJ	SPYKER PRO SUPPORT	32610	33964	S10-LSKP-X864-200	1	1 LT	\$	\$
0002BK								
0002BM								
0002BN								
ITEM	DESCRIPTION	ORIG SO	RENEW SO	PART NUMBER	QTY	UNIT	PRICE	TOTAL
	GREG PILLIS/T44, BLDG. 1490, 540-653-7799							
0002BP	TOTALVIEW SUPP -NATIVE	33310	34676	S10-TVN-X864-400	1	1 LT	\$	\$
0002BQ	LYNXOS NATIVE LICENSE			A-ODEN-X864-40	1	1 LT	\$	\$
0002BR	LYNXOS SUPP - NATIVE			S2-ODEN-X864-40	1	1 LT	\$	\$

ITEM	DESCRIPTION	ORIG SO	RENEW SO	PART NUMBER	QTY	UNIT	PRICE	TOTAL
	DENNIS MILLS/B35, BLDG. 1500A/209, 540-653-1610 (BLDG 180 PROJECT)							
0002BS	LYNXOS SUPPORT-NATIVE	33310	34676	S2-ODEN-X864-400	2	1 LT	\$	\$
0002BT	SPYKER PRO SUPP	33310	34676	S10-LSKP-X864-200	1	1 LT	\$	\$
0002BU	TOTALVIEW SUPP - NATIVE	33310	34676	S10-TVN-X864-400	2	1 LT	\$	\$
0002BV	LYNXOS SUPPORT-SOLARIS	21024	21024	S2-ODES-MP44-400	1	1 LT	\$	\$
0002BW	LUNX0S SUPP - SOLARIS	21204	21024	S2-ODES-MP74-400	1	1 LT	\$	\$
0002BX	TOTALVIEW SUPP-SOLARIS	21204	21024	S10-TVC-PPC4-400	1	1 LT	\$	\$
0002BY	SPYKER LITE SUPP-SOLARIS	21204	21024	S10-LSK-PPC4-400	1	1 LT	\$	\$
ITEM	DESCRIPTION	ORIG SO	RENEW SO	PART NUMBER	QTY	UNIT	PRICE	TOTAL
	DENNIS MILLS/B35, BLDG. 1500A/209, 540-653-1610 (BLDG 1500 PROJECT)							
0002BZ	LYNXOS SUPP - NATIVE	33310	34676	S2-ODEN-X864-400	1	1 LT	\$	\$
0002CA	SPYKER PRO SUPPORT	33310	34676	S10-LSKP-X864-400	1	1 LT	\$	\$
0002CB	TOTALVIEW SUPP-NATIVE	33310	34676	S10-TVN-X864-400	1	1 LT	\$	\$
0002CC	LUNXOS SUPP - NATIVE	33309	33977	S2-ODEN-X864-400	2	1 LT	\$	\$
0002CD	TOTALVIEW SUPP-NATIVE	33309	33977	S10-TVN-X864-400	1	1 LT	\$	\$
0002CE	INSURE SUPP - NATIVE	33309	33977	S10-LIP-X864-400	1	1 LT	\$	\$
0002CF	SPYKER LITE SUPP-NATIVE	33309	33977	S10-LSK-X864-400	1	1 LT	\$	\$
ITEM	DESCRIPTION	ORIG SO	RENEW SO	PART NUMBER	QTY	UNIT	PRICE	TOTAL
	TODD FAIRFAX/T23, BLDG. 1490, 540-653-6785							
	(PER OF PERF: 3/31/05 - 9/31/05)							
0002CG	LYNXOS SUPP - WINDOWS	34554		S2-ODEW-MP74-400	5	1 LT	\$	\$
0002CH	TOTALVIEW SUPP-NATIVE	34554		S10-TVN-PPC4-400	5	1 LT	\$	\$
0002CJ	SPYKER LITE SUPPORT	34554		S10-LSK-PPC4-400	2	1 LT	\$	\$
0002CK	VISUAL LINUX-WINDOWS	34554		S10-LVL-PPC4-500	5	1 LT	\$	\$
0002CM	XWINDOWS SUPPORT	34554		S2-XM-PPC4-400	1	1 LT	\$	\$
	TOTAL							
C.1	UNLIMITED TECHNICAL SUPPORT MONDAY-FRIDAY EXCLUDING WEEKENDS							
	AND GOVERNMENT HOLIDAYS							
	UPDATES AS RELEASED							
C.2	SHIP UPDATES/LICENSES TO EACH CUSTODIAN AS LISTED; EXAMPLE:							
	JOE KAIRYS/N13, BLDG. 1500							
	17320 DAHLGREN RD.							
	DAHLGREN, VA 22448							

CLIN	0003 (Option Year 2) POP 1 OCT 2006 - 30 SEP 2007						UNIT	
ITEM	DESCRIPTION	ORIG SO	RENEW SO	PART NUMBER	QTY	UNIT	PRICE	TOTAL
	JOE KAIRYS/N13, BLDG. 1500, 40-653-2135							
0003AA	LYNXOS SUPPORT - LINUX	33528	34676	S2-ODEL-MP44-400	1	1 LT	\$	\$
0003AB	LYNXOS SUPPORT - NATIVE	33528	34676	S2-ODEN-MP44-400	1	1 LT	\$	\$
0003AC	TOTALVIEW SUPPORT-LINUX	33528	34676	S10-TVL-PPC4-400	1	1 LT	\$	\$
0003AD	TOTALVIEW SUPP-NATIVE	33528	34676	S10-TVN-PPC4-400	1	1 LT	\$	\$
0003AE	SPYKER LITE SUPPORT	33528	34676	S10-LSK-PPC4-200	1	1 LT	\$	\$
0003AF	INSURE++ SUPPORT-NATIVE	33528	34676	S10-LIP-PPC4-400	1	1 LT	\$	\$
0003AG	CODEWARRIOR SUPP-LINUX	33528	34676	S10-ECL-PPC4-100	1	1 LT	\$	\$
0003AH	LYNXOS SUPPORT- LINUX	33528	34676	S2-ODEL-X864-400	1	1 LT	\$	\$
0003AJ	LYNXOS SUPPORT - LINUX	33528	34676	S2-ODEN-X864-400	1	1 LT	\$	\$
0003AK	TOTALVIEW SUPP - LINUX	33528	34676	S10-TVL-X864-400	1	1 LT	\$	\$
0003AM	SPYKER LITE SUPPORT	33528	34676	S10-LSK-X864-400	1	1 LT	\$	\$
0003AN	INSURE++ SUPP - NATIVE	33528	34676	S10-LIP-X864-400	1	1 LT	\$	\$
0003AP	CODEWARRIOR SUPP-LINUX	33528	34676	S10-ECL-X864-400	1	1 LT	\$	\$
							UNIT	
ITEM	DESCRIPTION	ORIG SO	RENEW SO	PART NUMBER	QTY	UNIT	PRICE	TOTAL
	NEIL JABLONSKI/T42, BLDG. 1470, 540-653-2923							
0003AQ	LYNXOS SUPPORT-NATIVE	32610	33964	S2-ODEN-MP44-400	3	1 LT	\$	\$
0003AR	LYNXOS SUPPORT-SOLARIS	33310	34676	S2-ODES-MP44-400	1	1 LT	\$	\$
0003AS	LYNXOS SUPPORT-SOLARIS	32610	33964	S2-ODES-MP44-400	1	1 LT	\$	\$
0003AT	LYNOS SUPP - SOLARIS	21233	33964	S2-ODES-MP74-400	1	1 LT	\$	\$
0003AU	LYNXOS SUPPORT-SOLARIS	32610	33964	S2-ODES-MP74-400	2	1 LT	\$	\$
0003AV	LYNXOS SUPPORT-NATIVE	32610	33964	S2-ODEN-MP74-400	2	1 LT	\$	\$
0003AW	LYNXOS SUPPORT-NATIVE	32610	33964	S2-ODEN-MP74-400	1	1 LT	\$	\$
0003AX	LYNXOS SUPPORT-NATIVE	32610	33964	S2-ODEN-MP74-400	1	1 LT	\$	\$
0003AY	MOTIF SUPPORT	33964	33964	S2-XM-PPC4-400	1	1 LT	\$	\$
0003AZ	SPYKER LITE SUPPORT	33964	33964	S10-LSKP-PPC4-200	1	1 LT	\$	\$
0003BA								
0003BB	SPYKER PRO SUPPORT	34676	34676	S10-LSKP-PPC4-200	1	1 LT	\$	\$
0003BC	TOTALVIEW SUPP-SOLARIS	33310	34676	S10-TVC-PPC4-400	1	1 LT	\$	\$
0003BD	CODEWARRIOR -SOLARIS	33310	34676	S10-ECS-PPC4-400	1	1 LT	\$	\$
0003BE	LYNXOS SUPP - NATIVE	33310	34676	S2-ODEN-X864-400	2	1 LT	\$	\$
0003BF	LYNXOS SUPP - NATIVE	21233	33964	S2-ODEN-X864-400	1	1 LT	\$	\$
0003BG	TOTALVIEW SUPP-NATIVE	33310	34676	S10-TVN-X864-400	1	1 LT	\$	\$
0003BH	INSURE SUPP - NATIVE	34676	34676	S10-LIP-X864-400	1	1 LT	\$	\$
0003BJ	SPYKER PRO SUPPORT	32610	33964	S10-LSKP-X864-200	1	1 LT	\$	\$
0003BK								
0003BM								
0003BN								
							UNIT	
ITEM	DESCRIPTION	ORIG SO	RENEW SO	PART NUMBER	QTY	UNIT	PRICE	TOTAL
	GREG PILLIS/T44, BLDG. 1490, 540-653-7799							
0003BP	TOTALVIEW SUPP -NATIVE	33310	34676	S10-TVN-X864-400	1	1 LT	\$	\$
0003BQ	LYNXOS NATIVE LICENSE			A-ODEN-X864-40	1	1 LT	\$	\$
0003BR	LYNXOS SUPP - NATIVE			S2-ODEN-X864-40	1	1 LT	\$	\$

ITEM	DESCRIPTION	ORIG SO	RENEW SO	PART NUMBER	QTY	UNIT	PRICE	TOTAL
	DENNIS MILLS/B35, BLDG. 1500A/209, 540-653-1610 (BLDG 180 PROJECT)							
0003BS	LYNXOS SUPPORT-NATIVE	33310	34676	S2-ODEN-X864-400	2	1 LT	\$	\$
0003BT	SPYKER PRO SUPP	33310	34676	S10-LSKP-X864-200	1	1 LT	\$	\$
0003BU	TOTALVIEW SUPP - NATIVE	33310	34676	S10-TVN-X864-400	2	1 LT	\$	\$
0003BV	LYNXOS SUPPORT-SOLARIS	21024	21024	S2-ODES-MP44-400	1	1 LT	\$	\$
0003BW	LUNX0S SUPP - SOLARIS	21204	21024	S2-ODES-MP74-400	1	1 LT	\$	\$
0003BX	TOTALVIEW SUPP-SOLARIS	21204	21024	S10-TVC-PPC4-400	1	1 LT	\$	\$
0003BY	SPYKER LITE SUPP-SOLARIS	21204	21024	S10-LSK-PPC4-400	1	1 LT	\$	\$
ITEM	DESCRIPTION	ORIG SO	RENEW SO	PART NUMBER	QTY	UNIT	PRICE	TOTAL
	DENNIS MILLS/B35, BLDG. 1500A/209, 540-653-1610 (BLDG 1500 PROJECT)							
0003BZ	LYNXOS SUPP - NATIVE	33310	34676	S2-ODEN-X864-400	1	1 LT	\$	\$
0003CA	SPYKER PRO SUPPORT	33310	34676	S10-LSKP-X864-400	1	1 LT	\$	\$
0003CB	TOTALVIEW SUPP-NATIVE	33310	34676	S10-TVN-X864-400	1	1 LT	\$	\$
0003CC	LUNXOS SUPP - NATIVE	33309	33977	S2-ODEN-X864-400	2	1 LT	\$	\$
0003CD	TOTALVIEW SUPP-NATIVE	33309	33977	S10-TVN-X864-400	1	1 LT	\$	\$
0003CE	INSURE SUPP - NATIVE	33309	33977	S10-LIP-X864-400	1	1 LT	\$	\$
0003CF	SPYKER LITE SUPP-NATIVE	33309	33977	S10-LSK-X864-400	1	1 LT	\$	\$
ITEM	DESCRIPTION	ORIG SO	RENEW SO	PART NUMBER	QTY	UNIT	PRICE	TOTAL
	TODD FAIRFAX/T23, BLDG. 1490, 540-653-6785							
0003CG	LYNXOS SUPP - WINDOWS	34554		S2-ODEW-MP74-400	5	1 LT	\$	\$
0003CH	TOTALVIEW SUPP-NATIVE	34554		S10-TVN-PPC4-400	5	1 LT	\$	\$
0003CJ	SPYKER LITE SUPPORT	34554		S10-LSK-PPC4-400	2	1 LT	\$	\$
0003CK	VISUAL LINUX-WINDOWS	34554		S10-LVL-PPC4-500	5	1 LT	\$	\$
0003CM	XWINDOWS SUPPORT	34554		S2-XM-PPC4-400	1	1 LT	\$	\$
	TOTAL							
C.1	UNLIMITED TECHNICAL SUPPORT MONDAY-FRIDAY EXCLUDING WEEKENDS							
	AND GOVERNMENT HOLIDAYS							
	UPDATES AS RELEASED							
C.2	SHIP UPDATES/LICENSES TO EACH CUSTODIAN AS LISTED; EXAMPLE:							
	JOE KAIRYS/N13, BLDG. 1500							
	17320 DAHLGREN RD.							
	DAHLGREN, VA 22448							

CLIN	0004 (Option Year 3) POP 1 OCT 2007 - 30 SEP 2008						UNIT	
ITEM	DESCRIPTION	ORIG SO	RENEW SO	PART NUMBER	QTY	UNIT	PRICE	TOTAL
	JOE KAIRYS/N13, BLDG. 1500, 40-653-2135							
0004AA	LYNXOS SUPPORT - LINUX	33528	34676	S2-ODEL-MP44-400	1	1 LT	\$	\$
0004AB	LYNXOS SUPPORT - NATIVE	33528	34676	S2-ODEN-MP44-400	1	1 LT	\$	\$
0004AC	TOTALVIEW SUPPORT-LINUX	33528	34676	S10-TVL-PPC4-400	1	1 LT	\$	\$
0004AD	TOTALVIEW SUPP-NATIVE	33528	34676	S10-TVN-PPC4-400	1	1 LT	\$	\$
0004AE	SPYKER LITE SUPPORT	33528	34676	S10-LSK-PPC4-200	1	1 LT	\$	\$
0004AF	INSURE++ SUPPORT-NATIVE	33528	34676	S10-LIP-PPC4-400	1	1 LT	\$	\$
0004AG	CODEWARRIOR SUPP-LINUX	33528	34676	S10-ECL-PPC4-100	1	1 LT	\$	\$
0004AH	LYNXOS SUPPORT- LINUX	33528	34676	S2-ODEL-X864-400	1	1 LT	\$	\$
0004AJ	LYNXOS SUPPORT - LINUX	33528	34676	S2-ODEN-X864-400	1	1 LT	\$	\$
0004AK	TOTALVIEW SUPP - LINUX	33528	34676	S10-TVL-X864-400	1	1 LT	\$	\$
0004AM	SPYKER LITE SUPPORT	33528	34676	S10-LSK-X864-400	1	1 LT	\$	\$
0004AN	INSURE++ SUPP - NATIVE	33528	34676	S10-LIP-X864-400	1	1 LT	\$	\$
0004AP	CODEWARRIOR SUPP-LINUX	33528	34676	S10-ECL-X864-400	1	1 LT	\$	\$
							UNIT	
ITEM	DESCRIPTION	ORIG SO	RENEW SO	PART NUMBER	QTY	UNIT	PRICE	TOTAL
	NEIL JABLONSKI/T42, BLDG. 1470, 540-653-2923							
0004AQ	LYNXOS SUPPORT-NATIVE	32610	33964	S2-ODEN-MP44-400	3	1 LT	\$	\$
0004AR	LYNXOS SUPPORT-SOLARIS	33310	34676	S2-ODES-MP44-400	1	1 LT	\$	\$
0004AS	LYNXOS SUPPORT-SOLARIS	32610	33964	S2-ODES-MP44-400	1	1 LT	\$	\$
0004AT	LYNOS SUPP - SOLARIS	21233	33964	S2-ODES-MP74-400	1	1 LT	\$	\$
0004AU	LYNXOS SUPPORT-SOLARIS	32610	33964	S2-ODES-MP74-400	2	1 LT	\$	\$
0004AV	LYNXOS SUPPORT-NATIVE	32610	33964	S2-ODEN-MP74-400	2	1 LT	\$	\$
0004AW	LYNXOS SUPPORT-NATIVE	32610	33964	S2-ODEN-MP74-400	1	1 LT	\$	\$
0004AX	LYNXOS SUPPORT-NATIVE	32610	33964	S2-ODEN-MP74-400	1	1 LT	\$	\$
0004AY	MOTIF SUPPORT	33964	33964	S2-XM-PPC4-400	1	1 LT	\$	\$
0004AZ	SPYKER LITE SUPPORT	33964	33964	S10-LSKP-PPC4-200	1	1 LT	\$	\$
0004BA								
0004BB	SPYKER PRO SUPPORT	34676	34676	S10-LSKP-PPC4-200	1	1 LT	\$	\$
0004BC	TOTALVIEW SUPP-SOLARIS	33310	34676	S10-TVC-PPC4-400	1	1 LT	\$	\$
0004BD	CODEWARRIOR -SOLARIS	33310	34676	S10-ECS-PPC4-400	1	1 LT	\$	\$
0004BE	LYNXOS SUPP - NATIVE	33310	34676	S2-ODEN-X864-400	2	1 LT	\$	\$
0004BF	LYNXOS SUPP - NATIVE	21233	33964	S2-ODEN-X864-400	1	1 LT	\$	\$
0004BG	TOTALVIEW SUPP-NATIVE	33310	34676	S10-TVN-X864-400	1	1 LT	\$	\$
0004BH	INSURE SUPP - NATIVE	34676	34676	S10-LIP-X864-400	1	1 LT	\$	\$
0004BJ	SPYKER PRO SUPPORT	32610	33964	S10-LSKP-X864-200	1	1 LT	\$	\$
0004BK								
0004BM								
0004BN								
							UNIT	
ITEM	DESCRIPTION	ORIG SO	RENEW SO	PART NUMBER	QTY	UNIT	PRICE	TOTAL
	GREG PILLIS/T44, BLDG. 1490, 540-653-7799							
0004BP	TOTALVIEW SUPP -NATIVE	33310	34676	S10-TVN-X864-400	1	1 LT	\$	\$
0004BQ	LYNXOS NATIVE LICENSE			A-ODEN-X864-40	1	1 LT	\$	\$
0004BR	LYNXOS SUPP - NATIVE			S2-ODEN-X864-40	1	1 LT	\$	\$

ITEM	DESCRIPTION	ORIG SO	RENEW SO	PART NUMBER	QTY	UNIT	PRICE	TOTAL
DENNIS MILLS/B35, BLDG. 1500A/209, 540-653-1610 (BLDG 180 PROJECT)								
0004BS	LYNXOS SUPPORT-NATIVE	33310	34676	S2-ODEN-X864-400	2	1 LT	\$	\$
0004BT	SPYKER PRO SUPP	33310	34676	S10-LSKP-X864-200	1	1 LT	\$	\$
0004BU	TOTALVIEW SUPP - NATIVE	33310	34676	S10-TVN-X864-400	2	1 LT	\$	\$
0004BV	LYNXOS SUPPORT-SOLARIS	21024	21024	S2-ODES-MP44-400	1	1 LT	\$	\$
0004BW	LUNX0S SUPP - SOLARIS	21204	21024	S2-ODES-MP74-400	1	1 LT	\$	\$
0004BX	TOTALVIEW SUPP-SOLARIS	21204	21024	S10-TVC-PPC4-400	1	1 LT	\$	\$
0004BY	SPYKER LITE SUPP-SOLARIS	21204	21024	S10-LSK-PPC4-400	1	1 LT	\$	\$
ITEM	DESCRIPTION	ORIG SO	RENEW SO	PART NUMBER	QTY	UNIT	PRICE	TOTAL
DENNIS MILLS/B35, BLDG. 1500A/209, 540-653-1610 (BLDG 1500 PROJECT)								
0004BZ	LYNXOS SUPP - NATIVE	33310	34676	S2-ODEN-X864-400	1	1 LT	\$	\$
0004CA	SPYKER PRO SUPPORT	33310	34676	S10-LSKP-X864-400	1	1 LT	\$	\$
0004CB	TOTALVIEW SUPP-NATIVE	33310	34676	S10-TVN-X864-400	1	1 LT	\$	\$
0004CC	LUNXOS SUPP - NATIVE	33309	33977	S2-ODEN-X864-400	2	1 LT	\$	\$
0004CD	TOTALVIEW SUPP-NATIVE	33309	33977	S10-TVN-X864-400	1	1 LT	\$	\$
0004CE	INSURE SUPP - NATIVE	33309	33977	S10-LIP-X864-400	1	1 LT	\$	\$
0004CF	SPYKER LITE SUPP-NATIVE	33309	33977	S10-LSK-X864-400	1	1 LT	\$	\$
ITEM	DESCRIPTION	ORIG SO	RENEW SO	PART NUMBER	QTY	UNIT	PRICE	TOTAL
TODD FAIRFAX/T23, BLDG. 1490, 540-653-6785								
0004CG	LYNXOS SUPP - WINDOWS	34554		S2-ODEW-MP74-400	5	1 LT	\$	\$
0004CH	TOTALVIEW SUPP-NATIVE	34554		S10-TVN-PPC4-400	5	1 LT	\$	\$
0004CJ	SPYKER LITE SUPPORT	34554		S10-LSK-PPC4-400	2	1 LT	\$	\$
0004CK	VISUAL LINUX-WINDOWS	34554		S10-LVL-PPC4-500	5	1 LT	\$	\$
0004CM	XWINDOWS SUPPORT	34554		S2-XM-PPC4-400	1	1 LT	\$	\$
TOTAL								
C.1	UNLIMITED TECHNICAL SUPPORT MONDAY-FRIDAY EXCLUDING WEEKENDS AND GOVERNMENT HOLIDAYS							
	UPDATES AS RELEASED							
C.2	SHIP UPDATES/LICENSES TO EACH CUSTODIAN AS LISTED; EXAMPLE: JOE KAIRYS/N13, BLDG. 1500 17320 DAHLGREN RD. DAHLGREN, VA 22448							

CLIN	0005 (Option Year 4) POP 1 OCT 2008 - 30 SEP 2009						UNIT	
ITEM	DESCRIPTION	ORIG SO	RENEW SO	PART NUMBER	QTY	UNIT	PRICE	TOTAL
	JOE KAIRYS/N13, BLDG. 1500, 40-653-2135							
0005AA	LYNXOS SUPPORT - LINUX	33528	34676	S2-ODEL-MP44-400	1	1 LT	\$	\$
0005AB	LYNXOS SUPPORT - NATIVE	33528	34676	S2-ODEN-MP44-400	1	1 LT	\$	\$
0005AC	TOTALVIEW SUPPORT-LINUX	33528	34676	S10-TVL-PPC4-400	1	1 LT	\$	\$
0005AD	TOTALVIEW SUPP-NATIVE	33528	34676	S10-TVN-PPC4-400	1	1 LT	\$	\$
0005AF	SPYKER LITE SUPPORT	33528	34676	S10-LSK-PPC4-200	1	1 LT	\$	\$
0005AG	INSURE++ SUPPORT-NATIVE	33528	34676	S10-LIP-PPC4-400	1	1 LT	\$	\$
0005AH	CODEWARRIOR SUPP-LINUX	33528	34676	S10-ECL-PPC4-100	1	1 LT	\$	\$
0005AJ	LYNXOS SUPPORT- LINUX	33528	34676	S2-ODEL-X864-400	1	1 LT	\$	\$
0005AK	LYNXOS SUPPORT - LINUX	33528	34676	S2-ODEN-X864-400	1	1 LT	\$	\$
0005AM	TOTALVIEW SUPP - LINUX	33528	34676	S10-TVL-X864-400	1	1 LT	\$	\$
0005AN	SPYKER LITE SUPPORT	33528	34676	S10-LSK-X864-400	1	1 LT	\$	\$
0005AP	INSURE++ SUPP - NATIVE	33528	34676	S10-LIP-X864-400	1	1 LT	\$	\$
0005AQ	CODEWARRIOR SUPP-LINUX	33528	34676	S10-ECL-X864-400	1	1 LT	\$	\$
							UNIT	
ITEM	DESCRIPTION	ORIG SO	RENEW SO	PART NUMBER	QTY	UNIT	PRICE	TOTAL
	NEIL JABLONSKI/T42, BLDG. 1470, 540-653-2923							
0005AR	LYNXOS SUPPORT-NATIVE	32610	33964	S2-ODEN-MP44-400	3	1 LT	\$	\$
0005AS	LYNXOS SUPPORT-SOLARIS	33310	34676	S2-ODES-MP44-400	1	1 LT	\$	\$
0005AT	LYNXOS SUPPORT-SOLARIS	32610	33964	S2-ODES-MP44-400	1	1 LT	\$	\$
0005AU	LYNOS SUPP - SOLARIS	21233	33964	S2-ODES-MP74-400	1	1 LT	\$	\$
0005AV	LYNXOS SUPPORT-SOLARIS	32610	33964	S2-ODES-MP74-400	2	1 LT	\$	\$
0005AZ	LYNXOS SUPPORT-NATIVE	32610	33964	S2-ODEN-MP74-400	2	1 LT	\$	\$
0005BA	LYNXOS SUPPORT-NATIVE	32610	33964	S2-ODEN-MP74-400	1	1 LT	\$	\$
0005BB	LYNXOS SUPPORT-NATIVE	32610	33964	S2-ODEN-MP74-400	1	1 LT	\$	\$
0005BC	MOTIF SUPPORT	33964	33964	S2-XM-PPC4-400	1	1 LT	\$	\$
0005BD	SPYKER LITE SUPPORT	33964	33964	S10-LSKP-PPC4-200	1	1 LT	\$	\$
0005BE								
0005BF	SPYKER PRO SUPPORT	34676	34676	S10-LSKP-PPC4-200	1	1 LT	\$	\$
0005BG	TOTALVIEW SUPP-SOLARIS	33310	34676	S10-TVC-PPC4-400	1	1 LT	\$	\$
0005BH	CODEWARRIOR -SOLARIS	33310	34676	S10-ECS-PPC4-400	1	1 LT	\$	\$
0005BJ	LYNXOS SUPP - NATIVE	33310	34676	S2-ODEN-X864-400	2	1 LT	\$	\$
0005BK	LYNXOS SUPP - NATIVE	21233	33964	S2-ODEN-X864-400	1	1 LT	\$	\$
0005BM	TOTALVIEW SUPP-NATIVE	33310	34676	S10-TVN-X864-400	1	1 LT	\$	\$
0005BN	INSURE SUPP - NATIVE	34676	34676	S10-LIP-X864-400	1	1 LT	\$	\$
0005BP	SPYKER PRO SUPPORT	32610	33964	S10-LSKP-X864-200	1	1 LT	\$	\$
0005BQ								
0005BR								
0005BS								
							UNIT	
ITEM	DESCRIPTION	ORIG SO	RENEW SO	PART NUMBER	QTY	UNIT	PRICE	TOTAL
	GREG PILLIS/T44, BLDG. 1490, 540-653-7799							
0005BT	TOTALVIEW SUPP -NATIVE	33310	34676	S10-TVN-X864-400	1	1 LT	\$	\$
0005BU	LYNXOS NATIVE LICENSE			A-ODEN-X864-40	1	1 LT	\$	\$
0005BV	LYNXOS SUPP - NATIVE			S2-ODEN-X864-40	1	1 LT	\$	\$

ITEM	DESCRIPTION	ORIG SO	RENEW SO	PART NUMBER	QTY	UNIT	PRICE	TOTAL
	DENNIS MILLS/B35, BLDG. 1500A/209, 540-653-1610 (BLDG 180 PROJECT)							
0005BW	LYNXOS SUPPORT-NATIVE	33310	34676	S2-ODEN-X864-400	2	1 LT	\$	\$
0005BX	SPYKER PRO SUPP	33310	34676	S10-LSKP-X864-200	1	1 LT	\$	\$
0005BY	TOTALVIEW SUPP - NATIVE	33310	34676	S10-TVN-X864-400	2	1 LT	\$	\$
0005BZ	LYNXOS SUPPORT-SOLARIS	21024	21024	S2-ODES-MP44-400	1	1 LT	\$	\$
0005CA	LUNX0S SUPP - SOLARIS	21204	21024	S2-ODES-MP74-400	1	1 LT	\$	\$
0005CB	TOTALVIEW SUPP-SOLARIS	21204	21024	S10-TVC-PPC4-400	1	1 LT	\$	\$
0005CC	SPYKER LITE SUPP-SOLARIS	21204	21024	S10-LSK-PPC4-400	1	1 LT	\$	\$
ITEM	DESCRIPTION	ORIG SO	RENEW SO	PART NUMBER	QTY	UNIT	PRICE	TOTAL
	DENNIS MILLS/B35, BLDG. 1500A/209, 540-653-1610 (BLDG 1500 PROJECT)							
0005CD	LYNXOS SUPP - NATIVE	33310	34676	S2-ODEN-X864-400	1	1 LT	\$	\$
0005CE	SPYKER PRO SUPPORT	33310	34676	S10-LSKP-X864-400	1	1 LT	\$	\$
0005CF	TOTALVIEW SUPP-NATIVE	33310	34676	S10-TVN-X864-400	1	1 LT	\$	\$
0005CG	LUNXOS SUPP - NATIVE	33309	33977	S2-ODEN-X864-400	2	1 LT	\$	\$
0005CH	TOTALVIEW SUPP-NATIVE	33309	33977	S10-TVN-X864-400	1	1 LT	\$	\$
0005CJ	INSURE SUPP - NATIVE	33309	33977	S10-LIP-X864-400	1	1 LT	\$	\$
0005CK	SPYKER LITE SUPP-NATIVE	33309	33977	S10-LSK-X864-400	1	1 LT	\$	\$
ITEM	DESCRIPTION	ORIG SO	RENEW SO	PART NUMBER	QTY	UNIT	PRICE	TOTAL
	TODD FAIRFAX/T23, BLDG. 1490, 540-653-6785							
0005CM	LYNXOS SUPP - WINDOWS	34554		S2-ODEW-MP74-400	5	1 LT	\$	\$
0005CN	TOTALVIEW SUPP-NATIVE	34554		S10-TVN-PPC4-400	5	1 LT	\$	\$
0005CP	SPYKER LITE SUPPORT	34554		S10-LSKP-PPC4-400	2	1 LT	\$	\$
0005CQ	VISUAL LINUX-WINDOWS	34554		S10-LVL-PPC4-500	5	1 LT	\$	\$
0005CR	XWINDOWS SUPPORT	34554		S2-XM-PPC4-400	1	1 LT	\$	\$
	TOTAL							
C.1	UNLIMITED TECHNICAL SUPPORT MONDAY-FRIDAY EXCLUDING WEEKENDS AND GOVERNMENT HOLIDAYS							
	UPDATES AS RELEASED							
C.2	SHIP UPDATES/LICENSES TO EACH CUSTODIAN AS LISTED; EXAMPLE:							
	JOE KAIRYS/N13, BLDG. 1500							
	17320 DAHLGREN RD.							
	DAHLGREN, VA 22448							